

**SANITARY SEWER SERVICE BILLING
AND COLLECTION AGREEMENT**

**THIS SANITARY SEWER SERVICE BILLING AND COLLECTION
AGREEMENT** made and executed January 11, 2005 (the "Agreement") by and between the **CITY OF HUDSONVILLE**, a Michigan municipal corporation (the "City") and **GEORGETOWN CHARTER TOWNSHIP**, a Michigan charter township (the "Township").

RECITALS

A. The City and Koetje Builders and Developer, LLC ("KBD") have entered into a Sanitary Sewer Service Agreement (the "Service Agreement") of even date herewith pursuant to which the City has agreed to receive, transport, treat and dispose through the City's sanitary sewer system (the "City System") sanitary sewage originating from users (the "Users") within a single family residential development within the Township known as "Unity Timbers" and identified on the attached Exhibit A (the "Unity Timbers Service Area").

B. The Township has agreed that the City may provide sanitary sewer service through the City System to Users within the Unity Timbers Service Area pursuant to the terms of the Service Agreement and has agreed to approve and acknowledge certain matters with respect thereto.

C. The Township has agreed to bill and collect sewer rates from Users and pay amounts collected over to the City pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements contained herein, the parties hereto agree as follows:

Section 1. Provision of Sanitary Sewer Service. The City agrees to provide sanitary sewer service through the City System pursuant to the terms and conditions of the

Service Agreement to Users in the Unity Timbers Service Area and the Township consents to the provisions of such service by the City.

Section 2. Use of Rights-of-Way. The Township hereby agrees and consents to permit the City without cost to use the public rights-of-way in the Township for the purpose of constructing, installing, operating, maintaining, repairing and replacing therein sanitary sewer facilities as the City shall determine are necessary to provide sanitary sewer service to Users in the Unity Timbers Service Area. The Township shall upon request of the City execute instruments in recordable form granting temporary or permanent easements, rights-of-way or consent over, across, under and within Township rights-of-way for such purposes as provided in this Section 2 (provided the Township shall have the right to reasonably designate the location of such facilities).

Section 3. Adoption of Compliance Ordinances. The Township agrees that it shall adopt such ordinances as the City shall from time to time request to (a) assure that Users comply with such uniform ordinances, rules, regulations and policies of the City related to the provision of sanitary sewer service, including, but not limited to, restrictions on the nature and quantity of sewage to be disposed of, payment of deposits, payment of user billings, charges on delinquent user accounts, methods of enforcing collection of delinquent user accounts, termination of service and repairs. Specifically, the Township shall adopt such ordinances as the City shall request to (a) assure compliance with the provisions of the second paragraph of Section 2 of the Service Agreement and (b) authorize the City to enforce such ordinances..

Section 4. Sewer Connection Permits. The Township agrees to direct Users in the Unity Timbers Service Area seeking to connect to the City System to obtain a connection permit and pay the City the applicable sewer connection/hook-up fee.

Section 5. Billing and Collection of Sewer Rates. The Township agrees that it will, on behalf of the City and without cost to the City, bill and collect for sanitary sewer service from Users in the Unity Timbers Service Area. Such service shall be at rates established from time to time by the City and shall be at the rate as the City charges users within the City limits. Such billings shall be done simultaneously with the Township billings for water services for such Users, but not less frequent than every 3 months. With respect to all such billings, the time limits for payment of such bills, discounts or penalties for early or late payment, the resolution of disputes, disagreements or other complaints, the testing of meters for accuracy and all other matters relating to billing and collection shall be the same as that applicable to users within the City limits and the Township shall adopt such ordinance, rules, regulations and policies as shall be requested by the City to assure compliance of the provisions of this Section 5. Such ordinance adopted by the Township shall (a) provide for termination of water service upon non-payment for a designated period of time as specified by the City and (b) specify that such delinquent account shall constitute a lien in favor of the Township against the premises served as provided in Act 94 of the Public Acts of Michigan of 1933, as amended ("Act 94").

All rates collected by the Township for the City from users in the Unity Timbers Service Area shall be paid to the City without interest no less frequent than quarterly.

The Township shall make available to the City for review and inspection during normal business hours of the Township water meter reading records and billing and collection records of Users in the Unity Timbers Service Area.

The Township agrees to work cooperatively with the City in the collection of delinquent accounts of Users in the Unity Timbers Service Area.

Section 6. Term. Except for the collection of rates for sanitary sewer services received prior to termination of this Agreement, this Agreement shall terminate simultaneously with the termination of the Service Agreement. In addition, either party may terminate this Agreement upon 120 days' notice to the other party. In such event, the City shall bill and collect for sanitary sewer service from Users in the Unity Timbers Service Area and the Township agrees to cooperate with the City in connection therewith including in the case of delinquent accounts (a) terminating water service for non-payment and (b) placing a lien on the property of a User for non-payment pursuant to Act 94.

Section 7. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when dispatched by regular, registered or certified mail, postage prepaid, or by hand delivery or by telegram confirmed the same day by regular, registered or certified mail, postage prepaid, addressed as follows:

If to Township:

Georgetown Charter Township
1515 Baldwin
Georgetown Township, Michigan 49428
Attention: Supervisor

If to the City:

City of Hudsonville
3275 Central Boulevard
Hudsonville, Michigan 49426-1450
Attention: City Manager

The parties may, by notice given hereunder, designate any further or different address to which subsequent notices or other communications may be sent.

Section 8. Governing Law. This Agreement shall be construed in all respects in accordance with the laws of the State.

Section 9. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remaining valid provisions hereof provided the intent of this Agreement can still be met without such invalid provision.

Section 10. Binding Effect. The covenants herein contained shall bind, and the benefits shall inure to, the respective successors and assigns of the parties hereto.

Section 11. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 12. Entire Agreement. Except as otherwise indicated in this Agreement, this Agreement constitutes the entire agreement between the parties and there are no other representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties hereto with respect to this Agreement.

Section 13. Amendment. This Agreement may not be amended, changed, modified, altered, assigned or terminated early without the written consent of both parties hereto.

Section 14. Exhibit A. Exhibit A attached hereto is incorporated herein as though fully set forth herein.

Section 15. Assignment. This Agreement and the rights and obligations of a party hereto may not be assigned without the written acceptance of the other party hereto.

Section 16. Waiver. The waiver by either party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

Section 17. Parties. This Agreement shall only be enforceable by the parties hereto and their successors in interest by virtue of an assignment and no other person shall have the right to enforce the provisions contained herein.

Section 18. Effective Date. This Agreement shall be effective as of the date set forth in the first paragraph hereof.

IN WITNESS WHEREOF, the City and the Township have caused these presents to be signed by their respective duly authorized officers all as of the day and year first written above.

CITY OF HUDSONVILLE
"City"

By: Donald Van Doeselaar
Donald Van Doeselaar, Mayor

Attest: Jan K. Wiersum
Jan K. Wiersum, City Clerk

GEORGETOWN CHARTER TOWNSHIP
"Township"

By: William Hallen
, Supervisor

Attest: P. J. Fey
, Township Clerk

